

COLLECTIVE AGREEMENT

BETWEEN

THE NATIONAL ARTS CENTRE CORPORATION

AND

**THE INTERNATIONAL ALLIANCE OF THEATRICAL STAGE
EMPLOYEES, MOVING PICTURE TECHNICIANS, ARTISTS AND
ALLIED CRAFTS OF THE UNITED STATES, ITS TERRITORIES AND
CANADA**

LOCAL 471

JANUARY 1, 2000 TO DECEMBER 31, 2004

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THIS COLLECTIVE AGREEMENT made in duplicate in the City of Ottawa, Regional Municipality of Ottawa-Carleton, Province of Ontario, this _____ day of _____ 2000.

BETWEEN: THE NATIONAL ARTS CENTRE CORPORATION, having its head office and business office in the City of Ottawa, Province of Ontario, Canada (hereinafter called the “Centre”).

PARTY OF THE FIRST PART

- and - THE INTERNATIONAL ALLIANCE OF THEATRICAL STAGE EMPLOYEES, MOVING PICTURE TECHNICIANS, ARTISTS AND ALLIED CRAFTS OF THE UNITED STATES, ITS TERRITORIES AND CANADA, Local No. 471 (hereinafter called the “Union”).

PARTY OF THE SECOND PART

ARTICLE 1 - PURPOSE

It is the general purpose of this Agreement to set forth the conditions of employment, the rates of pay and hours of work that both parties have agreed to, and to provide a procedure for the prompt and fair settlement of grievances.

ARTICLE 2 - SCOPE

2.1 Principal Areas - This Agreement shall apply to all persons supplied by the Union to perform work in the Carpentry, Property, Electrical and Sound departments for each of the following specific areas: Southam Hall, The Theatre, The Studio, The Theatrical Warehouse, and The Carpentry Workshop of the National Arts Centre.

2.02 Other Areas – This Agreement shall also apply to all persons supplied by the Union to perform work related to theatrical presentations as defined in Clause 13.10 in Rehearsal Halls A and B, The Salon, The Foyer Plaza, The Terraces, The Hall Entrances, The Cafe, The Cafe Terrasse, The Fourth Stage, The Panorama Room, and The Fountain Room of the National Arts Centre.

2.03 In the event that the Centre engages in work not covered by Article 2 – Scope, the Centre agrees to meet with the Union and discuss in good faith the possibility of such work being performed by Union members.

ARTICLE 3 - RECOGNITION

3.01 The Centre hereby recognizes the Union as the exclusive bargaining agent of all persons in the bargaining unit as defined in Article 2.

3.02 As the party of the second part is a member of the International Alliance of Theatrical Stage Employees, Moving Picture Technicians, Artists and Allied Crafts of the United States, its Territories and Canada, nothing in this contract shall ever be construed to interfere with any obligation the party of the second part owes to such International Alliance by reason of a prior obligation, provided that the foregoing shall in no event be construed or applied so as to contravene any applicable Federal or State Law.

3.03 The term “Federal or State Law” as referred to in Clause 3.02 shall be deemed to mean “Federal or Provincial Law” in Canada.

ARTICLE 4 - UNION SECURITY

- 4.01** Except as hereinafter provided, the Centre shall employ no one but members in good standing in the Union within those areas and jurisdictions covered by this Agreement. All persons so employed shall remain members in good standing as a condition of employment, or shall be in possession of a permit issued by the Union.
- 4.02** The Union agrees to supply competent persons to perform work as required by the Centre in the areas defined in Article 2 - Scope and will co-operate to the fullest extent with the Centre in furnishing the required number of workers at all times.
- 4.03** The Union further agrees. to supply the same crew of workers for the preparation, rehearsals and performances of a production and that substitutes by the Union will only be made in cases of illness or injury, or by the mutual consent of the Centre and the Union.
- 4.04** It is the intention of the parties hereto that the Union will endeavour to furnish a sufficient number of competent workers as required by the Centre, to enable it to arrange and sponsor performing arts activities at the National Arts Centre.
- 4.05** Overtime shall be worked when required by the Centre subject to the terms and conditions of this Agreement.
- 4.06** The Union agrees that the Centre shall have the sole right to select those persons to be hired according to Clause 15.01 provided that they are and remain members in good standing of the Union.
- 4.07** The Centre agrees that all scenic items produced in the Centre's Carpentry Workshop shall bear the IATSE crest.

Scheduling

- (a) Since it is the intention of the parties hereto to comply with Clause 4.02 at all times, the Centre agrees to inform the Union's Business Agent by means of an official Production Division Operations Schedule, no less than forty (40) hours, prior to the beginning of the first call, as to the timing and required amount of workers for that day. For the purpose of this Clause, the first call of the day shall be deemed to commence at 08:00 hours. This does not restrict the right of the Centre to adjust the call to meet the requirements of the production up to not less than sixteen (16) hours in advance of the first call of the day.
- (b) The Centre may cancel a work call, performance call or dress rehearsal by notifying the Business Agent no less than ten (10) hours prior to the beginning of the call for Heads of Department and Assistants and no less than sixteen (16) hours prior to the beginning of the first call for non-permanent members. Should the Centre cancel a call with less notice than outlined in this Clause, members entitled to that call shall be paid an amount equal to four (4) hours at the applicable rate.

If the cancellation is caused by Acts of God, performer illness, power failures and other like unforeseeable emergencies and the member is notified prior to reporting for work, no payment shall be required. No payment shall be required for guaranteed employees. A minimum of four (4) hours at the applicable rate shall be paid to the non-permanent members entitled to that call.

(c) The Centre recognizes the need for frequent consultation with Department Heads and the Business Agent of the Union regarding the number of workers required in the work force and their respective assignments and the Union recognizes the Centre's right to final determination as defined in Clause 5.02.

4.09 If the Union is unable to supply sufficient workers as required by the Centre from time to time, the Centre, provided it has made every reasonable effort to comply with Clause 4.08, may secure from any source such number of persons as may be required provided such persons comply with the provisions of Clause 4.01 of this Agreement.

4.10 (a) The Union agrees to co-operate, subject to the provisions of this Agreement, to provide workers competent in the official language requested by the Centre.

(b) This Clause will in no way supersede the Union's commitment of providing workers on the referral system as established in the IATSE Local 471 By-Laws.

ARTICLE 5 - MANAGEMENT RIGHTS

5.01 The Union recognizes that the management of the National Arts Centre, the control of its properties and the maintenance of order on its premises, are solely the responsibility of the Centre.

5.02 It is recognized that the Centre has the following rights: the selection, direction and determination of the size of its work force other than when Article 13, Clause 13.04

applies, including the right to hire, to dismiss or discipline for proper cause; to determine the timing, requirements and methods of work; to determine job qualifications; to make such rules and regulations as may be deemed necessary **for the conduct and management of the National Arts Centre.**

5.03 The rights referred to in Clauses 5.01 and 5.02 above, shall be exercised subject to the terms of this Agreement.

ARTICLE 6 -CONSULTATION AND GRIEVANCE

6.01 Joint Consultation

- (a) To facilitate discussions on matters of mutual interest, the parties to this Agreement shall establish a Joint Consultation Committee. Representation at such meetings will be limited to four (4) representatives of the Centre, of which one (1) may be at the request of the Union, and four (4) representatives of the Union, of which one (1) may be at the request of the Centre.**
- (b) Meetings will be held at the request of either party on the Employer's premises.**
- (c) Consultation may take place for the purpose of providing information, discussing the application of policy or airing problems to promote understanding, but it is expressly understood that no commitment may be made by either party on any subject that is not within their authority or jurisdiction, nor shall any commitment made be construed as to alter, amend, add to or modify the terms of this Agreement.**

6.2

Grievance Procedure

- (a) Grievances shall be adjusted and finally settled without stoppage of work by the following steps:
- (b) Step 1 - All differences concerning the interpretation, application or alleged violation of this Agreement shall be reported, in writing and signed by the worker concerned, to the Director of Production within seven (7) days following the date that the circumstances giving rise to the grievance became known or should reasonably have become known. The Director of Production shall give a reply in writing to the worker in the seven (7) days that follow the presentation of the grievance.
- (c) Step 2 – If the reply of the Director of Production is judged unsatisfactory, the grievance shall be referred in writing to the Director of Human Resources in the seven (7) days that follow, by the worker or his or her Union representative. The Director of Human Resources, or his/her representative, shall, if he or she deems it necessary, arrange a meeting between himself or herself and the worker and the Union representative and shall reply within fourteen (14) days. An alleged aggrieved worker may attend any such meeting on the request of either party.
- (d) Step 3 – If the reply of the Director of Human Resources, or his/her representative, is judged unsatisfactory, the grievance may be referred in writing within seven (7) days that follow to the Director General / CEO or his or her representative. The Director General / CEO or his or her representative shall reply within seven (7) days in writing and if deemed necessary a meeting may be

called with the Union representative and the worker at a time mutually agreed upon.

- (e) Any grievance involving the interpretation, application or alleged violation of this Agreement may be referred to arbitration by either party providing Steps 1, 2 and 3 have been followed through to conclusion but no later than seven (7) days, unless otherwise mutually agreed upon, after receipt by the Union of the decision of the Director General / CEO or his or her representative.

6.03 Arbitration Board

- (a) The party desiring to submit to arbitration shall deliver to the other party a notice in writing of its intention to arbitrate. This notice shall state the matter at issue in concise terms and shall state precisely in what respect the Agreement has been violated or misinterpreted, by reference to the specific clause or clauses relied upon. The notice shall also stipulate the nature of the relief or remedy sought.
- (b) Within seven (7) days after the date of delivery of the said notice of intention, the party initiating arbitration shall notify the other party of the name of its representative on the Arbitration Board and the other party shall appoint its representative within seven (7) days of receipt of this notification.
- (c) In the event that either party should fail to appoint a representative to the Arbitration Board within the delay provided, the other party may request the Federal Minister of Labour to appoint a representative on behalf of the defaulting party.

- (d) Should the representatives fail within five (5) days to agree on a Chairman, the representative of either one or both parties may request the Federal Minister of Labour to appoint a person who shall be Chairman of the Arbitration Board.
- (e) After the Arbitration Board has been formed by the foregoing procedure, it shall meet and hear the evidence and representations of both parties and shall render a decision within fifteen (15) days after the completion thereof.
- (f) The decision of the majority of the Arbitration Board, or if there is no majority, the decision of the Chairman on the matters at issue shall be final and binding on both parties, but the jurisdiction of the Arbitration Board shall be limited to deciding the matters at issue within the meaning of the existing provisions of the Agreement, and in no event shall the Arbitration Board have the power to add to, subtract from, alter or amend this Agreement in any respect.
- (g) Each party to this Agreement shall pay all expenses of the member of the Arbitration Board selected by it or by the Minister of Labour and shall share equally in the fees and expenses of the third member of the Board.

6.04 Single Arbitrator

- (a) Where there has been a mutual agreement to use a single arbitrator, the parties shall within seven (7) days of this Agreement agree upon the arbitrator.
- (b) Should the parties fail within seven (7) days to agree on an arbitrator, either one or both parties may request the

Federal Minister of Labour to appoint a person who shall be the arbitrator.

- (c) After the arbitrator has been chosen, he or she shall meet and hear the evidence and representations of both parties and where possible shall render a decision within fifteen (15) days after the completion thereof.
- (d) The decision of the arbitrator shall be final and binding on both parties, but the jurisdiction of the arbitrator shall be limited to deciding the matters at issue within the meaning of the existing provisions of the Agreement, and in no event shall the arbitrator have the power to add to, subtract from, alter or amend this Agreement in any respect.
- (e) Each party to this Agreement shall share equally in the fees and expenses of the arbitrator.

6.05 Time Limits

- (a) Saturdays, Sundays and Legal Holidays will not be included in the limits of the specified time of this Article.
- (b) The time limits set forth in this Article may be extended by agreement between the parties.

ARTICLE 7 - STRIKES AND LOCKOUTS

- 7.01** So long as this Agreement continues to operate, there shall be no lockout by the Centre and there shall be no strikes, work stoppages, work slow-down or any other action which may disrupt the normal operations of the Centre.

ARTICLE 8 - HOURS OF WORK

- 8.01 **Work Week** - The work week shall consist of forty (40) hours between the hours of 08:00 on Monday and 24:00 on Saturday.
- 8.02 **Work Day** - The work day shall consist of eight (8) hours within a twenty-four (24) hour period commencing at 00:01.
- 8.03 (a) **Sunday** - Sunday is deemed to begin at 24:00 on Saturday and to end at 08:00 on the following Monday.
- (b) **Holidays** - Holidays listed in Clause 10.03 are deemed to begin at 24:00 on the day before and end at 08:00 on the following day.
- 8.04 (a) **Performance** - For the purpose of pay computation according to this Agreement, a performance shall be deemed to be a working period of four (4) hours, beginning one-half (1/2) hour before the commencement of the performance, and ending at the time of the final curtain. All time paid for a performance shall be paid at the applicable hourly rate.
- (b) **Youth Short Performance** - For the purpose of pay computation according to this Agreement, a performance shall be a Youth Short Performance if the presentation is for audiences of High School age or younger, if the majority of tickets for the run are sold to the general public and if the working period for the performance is no longer than two (2) hours in duration beginning one-half (1/2) hour before the scheduled commencement of the performance and ending at the time of the final curtain. The Youth Short Performance shall be considered to be a period of three (3) hours and shall be paid for at an amount equal to

three (3) hours' pay at the applicable hourly rate subject to the provisions of Article 10. The provision of Article 11 - Rest Hours shall apply except that when a break between two Youth Short Performances is less than one (1) hour. This time will be paid only when work is performed. The provisions of Clause 8.08, Continuity of Service, shall also apply as shall the provisions of all other clauses governing performance conditions and payments.

- (c) Youth Programs shall be excluded from the definition of a performance in Clauses 8.04 (a) and 8.04 (b). All work relating to Youth Programs shall be remunerated on an hourly basis. A maximum of four (4) consecutive hours may be worked for Youth Programs. A presentation shall be a Youth Program if it is for audiences of High School age or younger, if the period of time from the scheduled commencement of the performance to the final curtain is no longer than one and one-half (1½) hours and if the majority of the audience for the run is composed of school groups or if tickets are sold to the general public but the Centre and the Union have agreed that the presentation is for audience development and educational purposes.

If a Youth Program is altered for sale to the general public and, as a result, no longer qualifies as a Youth Program for that performance - the provisions of Clause 8.04 (a) or 8.04 (b) shall apply for that performance.

- (d) “Final Curtain” is defined as that time when the curtain is lowered for the last time or, when the curtain is not used, when the house lights are brought up for the exit of the audience.

8.05 **Dress Rehearsal** - A dress rehearsal shall be so considered if all elements necessary to a performance are present and used, including but not limited to costumes, make-up, sets, lights, properties, sound, artists and orchestra, and if the rehearsal is conducted as a performance. When a production requires a dress rehearsal there will be only one dress rehearsal per cast. The dress rehearsal will be scheduled by the production department and notification will be made through the daily call sheet. Additional dress rehearsals may be scheduled by the Centre. Other rehearsals will be considered as technical rehearsals even if all the above elements are presents. A dress rehearsal shall be considered to be a performance for the computation of time and pay.

- 8.06**
- (a) Minimum pay for all calls other than those for performances and dress rehearsals shall be four (4) hours at the applicable rate.
 - (b) For changeovers between shows of the same genre playing in repertoire, when the changeover is not accomplished in either the hour before or the hour after the performance, minimum pay for changeovers shall be three (3) hours at the applicable hourly rate for those working the show.

In the case where such changeover is scheduled between shows playing on the same day, the applicable three (3) hour minimum pay will be paid to those workers working either one or both shows.

All workers required for the changeover will be paid a minimum of four (4) hours pay at the applicable hourly rate should they not be required for the show(s) on the day of the changeover.

8.07 **Continuity of Service** - The call for a performance or a

dress rehearsal may be extended for a maximum of one (1) hour before and/or one (1) hour after the performance for any purpose, except on the day of a take-out when the call for the final performance may be extended for a period of two (2) hours. **All extensions to the performance or the dress rehearsal shall be paid at the applicable hourly rate. Should there be more than one (1) hour of work required after a performance or a dress rehearsal, or two (2) hours on the day of a take-out of a performance, a half (1/2) hour paid rest shall be provided either immediately after the performance or dress rehearsal or after the extension. Should a rest period not be provided, the provisions of Clause 11.02 will apply.**

8.08 Computation of Time - Workers employed on an hourly basis shall be paid to the end of their whole hour of work.

8.09 With the exception of performances and dress rehearsals, any call to work after an unpaid break of:

- a) more than one (1) hour constitutes another two (2) hours minimum pay at the applicable rate.**
- b) more than two (2) hours constitutes another four (4) hours minimum pay at the applicable rate.**

ARTICLE 9 - DESIGNATED HOLIDAYS

9.01 The following days shall be considered as holidays:

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Remembrance Day
St-Jean Baptiste Day	Christmas Day
Canada Day	Boxing Day
Civic Holiday	

and any other holidays proclaimed by the Governor-in-Council.

9.02 (a) Where New Year's Day, Canada Day, Remembrance Day, Christmas Day or Boxing Day falls on a day outside the normal work week, the next normal working day is in lieu thereof the holiday.

(b) The normal work week will be Monday to Saturday with the exception of the guaranteed Carpentry Workshop employees whose normal work week will be Monday to Friday.

9.03 A holiday shall be deemed to begin at midnight on the preceding day and end thirty-two (32) hours later.

9.04 Those workers hired on a guaranteed basis according to Clause 15.01 shall be guaranteed their weekly minimum pay as provided by Clause 14.01 for any normal work week in which there is a holiday named in Clause 9.01. If such named holiday falls outside the normal work week, these workers shall be guaranteed their weekly minimum pay for any normal work week in which there is a holiday in lieu of such named holiday. Such named holiday or holiday in lieu of named holiday shall count as eight (8) hours worked towards the weekly guarantee.

- 9.05 (a) A worker other than a worker listed in Clause 15.01 who has worked at least fifteen (15) days during the thirty (30) calendar days immediately preceding one of the holidays named in Clause 9.01 will be paid holiday pay for such named holiday equal to his or her average daily pay for days worked during the said thirty (30) day period.
- (b) If such worker has worked less than fifteen (15) days during thirty (30) calendar days immediately preceding one of the holidays named in Clause 9.01, he or she will be entitled to be paid holiday pay equal to 1/20th of the wages he or she has earned during the said thirty (30) day period.

9.06 All the work required by the Centre to be performed on any of the holidays named in Clause 9.01 shall be paid according to Clause 10.03. All work required by the Centre to be performed on holidays in lieu of named holidays which fall on a Sunday shall be paid according to Clause 10.03. All work required by the Centre to be performed on holidays in lieu of named holidays which fall on a Saturday shall be paid at the applicable rates as defined in Clauses 10.01 and 10.02.

ARTICLE IO - STRAIGHT TIME, OVERTIME AND PREMIUM TIME

- 10.01 All time paid to workers between the hours of 08:00 and 24:00 Monday through Saturday and not exceeding eight (8) hours in the day, excluding meal breaks, shall be paid at straight time.
- 10.02 (a) All time paid to workers within the Centre in excess of eight (8) hours in a work day shall be paid at an overtime rate equal to time and one-half.

- (b) All time paid between the hours of 00:01 and 08:00 Tuesday through Saturday shall be paid at a premium rate equal to time and one-half.
- (c) In the case of work performed prior to 08:00, the resulting premium rate shall continue to be paid until a meal break is given.

10.03 All work performed on Sundays, Christmas Day, New Year's Day, Good Friday, Canada Day, and Labour Day as herein defined shall be paid for at the overtime rate of double the straight time rate. Work on other Holidays shall be paid at time and one-half.

10.04 If the hours paid to a worker in a work week exceed forty (40) hours, then any such excess hours for which the worker has not yet received an overtime pay shall be paid at an overtime rate equal to time and one-half.

All premium hours paid between 00:01 and 08:00 as described in Clause 10.02 (c) shall accumulate towards the eight (8) hour work day or the forty (40) hour work week up to a maximum of eight (8) hours in a day.

10.05 In no case shall overtime accrue on overtime or premium time.

ARTICLE 11 - REST HOURS

11.01 (a) After the first four (4) consecutive hours of work, or after a performance or dress rehearsal, except as provided in Clause 8.08, or after five (5) consecutive hours when scheduled by the Centre, in accordance with Clause 11.01 (b), workers will be entitled to a one (1) hour unpaid rest period or to a half (1/2) hour paid rest period, by mutual consent between the

Centre and the Union. All calls subsequent to the first call shall be no more than four (4) consecutive hours, except as provided in Clause 11.01 (b). Subsequent rest periods shall occur only after three (3) or more consecutive hours of work or before the commencement of a performance or a dress rehearsal.

- (b) A call of five (5) consecutive hours may be scheduled by the Centre if the duration of that day's work, exclusive of performances or rehearsals, is not in excess of nine (9) hours.

A call of five (5) consecutive hours may be scheduled by the Centre, for no more than the Show Crew of a production, within the week prior to the first public performance of that production, for the purpose of rehearsal only.

Workers called to work for a five (5) hour call shall be paid for the full five (5) hour period.

The five (5) hour call shall be limited to a maximum of one (1) per day.

- 11.02 (a) Where in emergencies the Centre finds it to be impossible to provide a rest period, workers will be paid, in lieu thereof, an additional amount equal to one (1) hour's pay at the rate applicable at the beginning of the ensuing hour of work; and this additional amount shall continue to be paid for each following hour until a rest period is provided or a performance call begins.
- (b) Workers working a set-up and performance or two (2) or more performances shall be entitled to one (1)

hour unpaid rest or to one-half (1/2) an hour paid rest by mutual consent between the Centre and the Union, within the two (2) hour period immediately **prior to or between the performances or calls.** This provision is **exclusive of Youth Programs in Clause 8.04 (c).**

- 11.03**
- (a) When the break between two (2) work periods or between two (2) performances or between work and a show call is less than one (1) hour, food and beverage shall be supplied to the workers required for both periods. This food and beverage shall be paid for by the Centre to a limit of \$10.00 or as set forth in the Centre's Overtime and Meal Policy.**

 - (b) When the break between the end of a performance and the commencement of the ensuing work period is less than one (1) hour, food and beverage shall be supplied to the workers required for both periods, such food and beverage to be at the expense of said workers.**

ARTICLE 12 -MINIMUM CREWS

12.01 For all uses

- a) Southam Hall:**
 - A) Head Carpenter**
 - B) Head Electrician**
 - C) Property Master**
 - D) Head Sound Engineer**

- Theatre:**
 - A) Head Carpenter**
 - B) Head Electrician**
 - C) Property Master**
 - D) Head Sound Engineer**

Studio: Department **Head - Studio**

- b) When work is not required in the area of responsibility, the following shall be the exception to 12.01 a):
- i) For concerts, the Head Sound Engineer is a required call for the performance only.
 - ii) For motion pictures, public videotape presentations and slide presentations when operated from the projection booth, the minimum crew shall be:
 - (a) Head Electrician
 - (b) Projectionist (Local 173)
 - iii) For auditions and lectures, no minimum crew necessary.
 - iv) For theatrical walkthroughs and ballet spacing rehearsals, scheduled no more than two (2) hours before the performance call, no minimum crew necessary.
 - v) When a scenic artist (and assistant(s)) is required to work on stage there shall be a minimum of one Head of Department assigned to assist the artist as necessary, unless said scenic artist (and assistant(s)) is a member in good standing of the Union.

ARTICLE 13 - SPECIAL CONDITIONS

13.01 First Call – In cases where Article 12 applies, the first worker called thereafter for the carpentry and property

department shall be the permanent Head Flyman, in the electrical department, the Assistant Electrician, and in the sound department, the Assistant Sound Engineer.

When the permanent Head Flyman is called for the carpentry or property departments and is required to return to his principal responsibility he shall do so on the same call, subject to Clause 8.07.

13.02 'Studio - The Studio, which has been constructed as an area for exploratory drama where no dividing line can be drawn between audience and stage area, shall function with the maximum amount of co-operation and understanding between the performing company and the workers governed by this Agreement. Workers who shall be called as needed shall not work within defined departments but rather assisting each other to fulfill the varying needs of the presentations.

The Centre will appoint a Department Head and an Assistant Department Head for the Studio to be called on an as-required basis. For Studio calls, the Department Head will be the first person called and the Assistant will be the second person called. If the Department Head is not available, the Assistant Department Head will be called to replace the Head. Should the Department Head and the Assistant Head not be available, the Assistant Electrician – Theatre may be called. Should the Assistant Electrician – Theatre not be available, the Centre and the Union will mutually agree on a qualified person to be called.

13.3 Truck Loading and Unloading – The Centre may demand that all workers subject to this Agreement be assignable to work on loading and unloading vans, buses, straight trucks, and semi trailers regardless of their respective functions. For any production with more than two (2) semi trailers on the same day, a minimum of four (4) truck

loaders will be called above the required stage crew for the specific purpose of truck loading or truck unloading.

In cases where a temporary sound console is used in conjunction with the Centre's full house speaker system, the placement of this sound console in its operating location as well as its removal will be considered as Truck Loading.

- 13.04 Reduction of Crew and Yellow Card – The Centre agrees to honour the minimum crew specified by the Yellow Card where such is applicable and further agrees not to reduce the number of workers working the performance of a production unless such show has been modified. For Yellow Card productions the minimum crew house conditions will consist of all Heads of Departments and guaranteed Assistant Heads of Departments for all calls exclusive of theatrical walkthroughs and spacing rehearsals.
- 13.05 Union Access to Premises - The Business Agent of the Union or his or her representative shall be admitted at all times into the areas covered by this Agreement to supervise conditions coming under the jurisdiction of the Union. At no time shall meetings be held with workers during working hours.
- 13.06 Tools - All workers supplied by the Union shall be responsible for supplying the normal tools required to perform the work for which they are employed. All such tools shall be in their possession and in good condition each time they report for work. Minimum tools required are: 1 hammer, 1 crescent wrench with safety arm strap, 1 screwdriver, and 1 pair of side cutting pliers. Safe clothing and footwear should be worn at all times by workers.
- 13.07 Orchestra Shells - All Heads of Departments and workers

shall work together assisting each other when called for setting up or taking down the Orchestra Shell and seating in **Southam Hall** or the Theatre.

13.08 **Stage Maintenance - Heads of Departments, Assistants and Tradespersons called for work on Maintenance shall assist each other outside their departmental areas.**

13.09 **Parking - Members shall be allowed the staff preferred monthly parking rate by the National Arts Centre.**

13.10 **Other Areas**

(a) **In Other Areas as defined in Clause 2.02, it is agreed that workers supplied by the Union shall be used to perform work when labour is required to handle theatrical materials relating directly to theatrical performances exclusive of banquets, receptions, meetings or exhibitions. Workers mentioned above will be used for moving such materials which belong to any of the areas mentioned in Clause 2.01, to and from any of the areas mentioned in Clause 2.02. Workers assigned to these areas shall not work within defined departments or specific areas but rather assist each other in the work required to be done. Workers who are already working within the Centre shall perform such work within their existing call. Should a worker be called to work specifically in an area covered in Clause 2.02, the provisions of Clause 8.07 shall apply in the case of a performance.**

(b) **A performance is defined as a staged production presented to a specific audience as a complete work or programme. Access to the venues listed in Clause 2.02 shall be controlled by means of tickets being issued or sold to the public.**

- (c) It is understood that when rehearsal halls A and B are being used to prepare a performance for one of the three theatres that the Head, or Heads of Department who shall bear the final responsibility may, at the Centre's discretion, be called to work in these areas.

- 13.11 **Front of House Sound System** - The basic sound system for the Front of House area shall consist of a mobile unit containing an amplifier connected to two (2) loudspeakers and two (2) microphones and stands. This equipment shall be set-up and put away by any one of the weekly guaranteed Heads of Departments or their Assistants who shall do such work within existing calls. At such times when this basic system is needed and a Head of Department or an Assistant is not on call at the Centre, a member of the Production Department shall be responsible for setting-up or putting away the equipment contained within this basic system.
- 13.12 A locker room containing toilet facilities and a shower shall be provided at a reasonable location within the Centre for the use of workers employed under this Agreement. A space will be assigned as an office for the Union's Business Agent.
- 13.13 When a scenic artist (and assistant(s)) is required to work in the Carpentry workshop or in the Warehouse at times when no members are working in these areas, the Centre will assign a Head of Department to assist the artist as necessary, unless said scenic artist is a member in good standing of the Union.
- 13.14 **Theatrical Warehouse** – It is agreed that the Theatrical Warehouse work shall include load-ins, load-outs and storage of theatrical materials, as well as the construction and repair of theatrical materials. When the Warehouse

Head needs assistance in the performance of this work, the Union will supply workers. When materials are to be moved between the Warehouse and another Principal Area during the set-up or a strike of a production, the same crew of workers may be used in both areas and in such cases the Centre shall be responsible for the transportation of these workers,

The Centre will appoint a Department Head for the Warehouse to be called on an as-required basis. The Department Head will be the first person called.

13.15 Assistants - Where the first Member called to work has been specifically requested by the Centre and is a person mutually agreed upon between the Centre and the Union prior to the call to work, said Member shall be paid at the Assistant rate.

13.16 Community Program – Community programming is intended to develop the Centre’s relationship with the local performing arts community. The Workers governed by this Agreement in Other Areas as defined in Clause 2.02, shall function with the maximum amount of co-operation and understanding with the visiting company. Workers, who shall be called as needed, shall not work within defined departments but rather assist each other to fulfil the varying needs of the presentations,

The Centre shall inform the Union by means of the Daily Call Sheet when a call to work is under the auspices of this Article.

The Centre shall appoint a Lead Hand and an Assistant Lead Hand for Community Programming to be called on an as-required basis.. The Lead Hand and an Assistant Lead Hand shall be paid the Assistant rate. The Lead Hand shall be the first person called to work. The Assistant Lead

Hand shall be the second person called and should the Lead Hand not be available, the Assistant Lead Hand shall be the first person called.

Community Programming shall be excluded from the definition of a performance in Clauses 8.04 (a) and 8.04 (b). All work shall be remunerated on an hourly basis. A maximum of four (4) consecutive hours may be worked for Community Programming.

ARTICLE 14 - RATES OF PAY

14.01 The parties hereto agree that workers shall be paid for services performed at rates not less than the amounts set out in the following schedule and that payments shall be on Thursday if by cheque or Friday if in cash for the pay period ended on the preceding Saturday midnight. Payment can also be made directly to the employee’s bank account (direct deposit) if the Employer agrees to offer that service.

<u>Rates of Pay</u>	2000	2001	2002	2003	2004
<u>Head: Southam Hall, Theatre</u>					
Hourly	24.54	26.40	28.35	30.44	31.51
Guarantee	981.60	1,056.00	1,134.00	1,217.60	1,260.40
<u>Head: Studio</u>					
	24.54	26.40	28.35	30.44	31.51
<u>Assistants:</u>					
Hourly	22.63	24.34	26.10	27.90	28.88
Guarantee*	905.20	973.60	1,044.00	1,116.00	1,155.20

- Delete weekly guarantee rate of Assistant Sound Engineer - Southam Hall, and Assistant Electrician - Theatre, when the incumbent ceases to be in the position.

<u>Members:</u>	20.00	21.42	22.94	24.49	25.35
<u>Permit Members:</u>	18.88	19.42	20.94	22.49	23.35
<u>Carpentry Workshop</u>					
<u>Head Carpenter:</u>					
Hourly	26.07	28.10	30.13	32.23	33.36
Guarantee	1,042.80	1,124.00	1,205.20	1,289.20	1,334.40
<u>Rates of Pay (cont'd)</u>	2000	2001	2002	2003	2004
<u>Assistant Carpenter:</u>					
Hourly	23.15	24.87	26.75	28.58	29.58
Guarantee	926.00	994.80	1,070.00	1,143.20	1,183.20
<u>Tradesperson:</u>	21.08	22.54	24.09	25.89	26.80
<u>Head of Warehouse:</u>	24.54	26.40	28.35	30.44	31.51

If during the fifth year of this Collective Agreement, another bargaining unit at the Centre negotiates or receives an increase greater than 3.5% for that year, the Union and the Centre shall meet to discuss Clause 14.01 for the sole purpose of re-negotiating a wage increase for that year.

- 14.02 Workers who operate a follow spot during a performance shall receive an additional \$10.00 for each performance, for the life of this Agreement.
- 14.03 Members shall be experienced theatrical stage workers who are members in good standing of the Union.
- 14.04 The performance rate shall apply to all stage productions and concerts. Lectures, meetings, motion picture, public videotape and slide presentations and other events shall be paid for at the hourly rates.
- 14.05 Work Before the Public in Costume - When the Centre

requires a worker to perform work which falls under the jurisdiction of the Union in a costume related to the production, that worker will be paid an additional sum of \$15.00 for each performance, for the life of this Agreement.

When the Centre requires a member to perform work on stage in a tuxedo this apparel will be provided by the Centre.

14.06 Television, Film, Radio, Recordings, and Webcasting

Note: i) For the purpose of this Clause, a Television, Motion Picture, Radio, Recording company or Webcaster shall hereinafter be called "Third Party".

ii) It is further understood that for the purpose of this Clause, a "current running production" will be defined as a production whose predominant purpose is for the enjoyment of a live audience at the Centre.

(a) When areas of the Centre as defined in Article 2 - Scope are rented, leased or loaned to a Third Party, for the purpose of producing live or videotaped television programs, motion pictures, audio broadcasts, recordings, or webcasts, all regular and additional equipment which is within the jurisdiction and competence of the Union, shall be handled by members who will be paid by the Third Party at the rates and under the terms and conditions agreed to by the Third Party and the Union. Prior to the beginning of such work, the Union shall provide to the Centre details of the rates, terms and conditions,

in writing and signed by the Third Party and the Union.

- (b) **When a Third Party broadcasts, telecasts, records, tapes, films or webcasts a production which is currently running at the Centre, those members who are employed by the Centre on the performance crew for that production will be paid an amount additional to the performance rate agreed to by the Third Party and the Union. Those members directly employed by the Third Party to handle additional equipment which is within the jurisdiction and competence of the Union, and is required for the broadcasting, telecasting, recording, taping, filming or webcasting of a production will be paid by the Third Party at the rates and under the terms and conditions agreed to between the Third Party and the Union. Prior to such a performance and prior to the beginning of work. for the Third Party, the Union shall provide to the Centre details of the amount to be paid and/or the rates, terms and conditions, in writing and signed by the Third Party and the Union. In circumstances where the amount of work required to prepare the production for broadcast increases or overlaps to the point where it is impractical to separate the work for the original production from the work for the production, as modified for broadcast, telecast or webcast, the Centre and the Union may mutually elect to pay the entire production crew at rates established between the Third Party and the Union for the entire production period, including the performance. Under these circumstances, no additional amount shall be paid to the performance crew for the performance.**
- (c) **When the Centre produces radio programming, television programming, film, or webcast, all regular and additional equipment which is within the**

jurisdiction of the Union shall be handled by members of the Union. In the case of a production currently running at the Centre, all members on the **performance crew of that production will be paid an amount additional to the performance rate as established between the Centre and the Union. Members directly employed by the Centre for the purpose of broadcasting, recording, taping, filming, or webcasting a production will be paid in accordance with the rates established between the Centre and the Union. Prior to the broadcasting, recording, taping, filming, or webcasting of a production the Centre will provide a written notice to the Union stating that it is the producer of such programming, filming, or webcasting.**

- (d) **The Centre shall have the right, without payment of additional compensation to members working on a production, to record, videotape, film, or webcast a production using its own equipment or to engage a Third Party to record, videotape, film, or webcast on its behalf a production currently running at the Centre. The purpose of this recording, videotaping, filming, or webcasting shall be limited solely to research and archival use. The product will never be sold by the Centre and will not be used commercially. In cases where the product is given away, the Centre will provide the Union with a letter attesting that such product will not be used for purposes other than research and archives. This letter will be signed by a representative of the Centre and by the party to whom the product is given. The Centre will assume full responsibility and the provisions of Clause 14.06 (c) will apply if the conditions of the letter are not adhered to. It is further understood that all equipment within the Union's jurisdiction and**

competence, required for the recording, videotaping, filming, webcasting and copying of this product shall be handled by members of the Union.

14.07 Photography - Still photography that is taken with the Centre's permission will not be subject to additional payment if the photographs are intended for non-commercial use. When still photography is deemed by the Centre after consultation with the Union to be for commercial use, Union members shall be called to perform any work within the Union's jurisdiction required in such photography and shall be paid at rates agreed to between the photographer and the Union. Photographs shall be deemed to be for commercial use when they are taken to exploit a product or when the commercial distribution of the photograph is principally for financial gain and does not promote public interest in the Centre or a production at the Centre.

14.08 News and Public Affairs Film, Audio and Video Recording

The Union specifically agrees that News and Public Affairs film and recording intended for the promotion of the public interest in the Centre and/or in a production being presented at the Centre and/or a journalistic piece focussed on the Center and its activities may be made without restriction and without additional payment. Where possible, scheduling for such filming and/or recording shall be made in accordance with Clause 4.08 of this Agreement. In those areas defined in Article 2 - Scope, all equipment which is directly related to the filming or recording of the item and which is within the Union's jurisdiction shall be handled by members of the Union. When a member is called to do such work, the member shall be subject to the rates and conditions of this Agreement. In the case when a crew is a self-contained

unit (i.e. camera, hand held or camera mounted lighting and portable audio recording device) and requires only simple service such as direct plug into an adjacent audio feed and/or use of a single electrical service outlet, no Union worker need be **assigned**.

14.09 **Rentals** - When the Centre rents, leases or loans its premises to third parties, as per Clauses 14.06 and 14.07, it undertakes to collect wages and benefits due to workers from lessees provided that the Union has given the Centre a signed quotation of such wages and benefits at least six (6) hours prior to the last performance.

14.10 **Work for Other Persons than the Centre** – Any sums of money earned by a worker during a work week while performing work in the Centre for persons other than the Centre, shall be applied to the weekly guarantee of that worker.

14.11 **Vacation Pay** - The Centre agrees to pay to each member of the Union vacation pay equal to eight percent (8%) of that member's wages, except that any member who has completed ten (10) years of active service at the Centre as of June first of any year shall be eligible for ten percent (10%) vacation pay from that time onwards. Permit members shall receive vacation pay equal to six percent (6%) of his or her wages.

A year of active service shall be credited to each present-day member who worked as a stagehand at the Centre during any calendar year from 1969 to 1973 inclusive; from 1974 onwards, a year of active service shall be a calendar year during which the member was paid at least an amount equal to 500 hours as a member of Local 471 under the terms of this Agreement.

Such payments will be made to workers during the first week of June, in addition to which each worker will have the right, once each year, to the payment of accumulated vacation pay provided the worker gives the Centre one week's advance notice.

14.12 **WSIB Compensation** - The Centre agrees' to cover all workers supplied by the Union for work at the Centre under the coverage of the WSIB Compensation Act or some similar insurance coverage with benefits at least equal to those provided by the said Act.

14.13 **Health Insurance** - The Centre agrees to contribute for those Union members as shall be specified by the Union, the Employer's share of payments, such share as is contributed for staff, towards the Hospital Insurance Plans of either Ontario or Quebec.

14.14 **Welfare Fund** - The Centre agrees that it shall contribute a sum equal to three and one-half percent (3.5%) effective January 1, 2000 of the total gross wages paid to all members of the Union on a monthly basis by cheque payable to the Union. This welfare fund shall be administered exclusively by the Union for the establishment of benefits supplementary to those already existing to members of the Union under federal or provincial legislation, the contract between the Centre and the Union, or under any other existing social welfare schemes.

The contributions by the Centre shall be used for the payment of group insurance plan premiums available through established insurance companies, the balance to be made available for emergency situations for members in distress. At no time shall any monies from this fund be used for the general administration of the Union or for the purpose of a strike fund. Annually, on March 31st, a Welfare Fund financial statement will be submitted to the

Centre.

14.15 When a Department Head or an Assistant Department Head on guarantee is absent on sick leave or on vacation leave, his or her replacement will be entitled to the rate of pay appropriate to that position and in no case shall such replacement be entitled to a guarantee. When a guaranteed employee, as defined in Clause 15.01, takes leave of absence for any reason other than those of vacation or sickness and is replaced by the Centre, his or her replacement will be entitled to the rate of pay and the weekly guarantee but not to the benefits normally accruing to those on guarantee.

14.16 **Bereavement Leave**

- (a) An employee not on a weekly minimum guarantee may be granted leave of up to three (3) days at a straight-time rate in the event of a death in the immediate family. To obtain such leave, the employee must show that he or she was available for work and that work was available to him or her.
- (b) Payment is limited to his or her scheduled work for each day to a maximum of eight (8) hours per day at straight time. Time paid shall not count as time worked for purposes of later computation of overtime.
- (c) Immediate family shall be defined as mother, father, spouse / partner, child, brother and sister, mother-in-law or father-in-law.

14.17 **Pension Fund**

- (a) The Centre agrees to participate in the Retirement Savings Plan of the Union, known as the Retirement

Savings Plan of IATSE Local 471.

- (b) The Centre will contribute an amount equal to seven percent (7%) of the gross wages earned by those non-permanent members who have elected to participate in the Retirement Savings Plan, for those who have ten (10) years and more of service, the Centre's contribution will be nine percent (9%)(the years of service will be determined in application of Clause 14.11, second paragraph). Those non-permanent members, who have elected to participate in the Retirement Savings Plan, will contribute an amount equal to five percent (5%) of their gross wages.**

For the purpose of this paragraph "non-permanent member" shall be defined as a member who is not employed under the provisions of Article 15. "Gross wages" shall be defined as wages earned while in the employ of the Centre within the scope of this Agreement.

- (c) The Centre agrees to deduct from those individuals participating in the Retirement Savings Plan the amount specified in (b) above.**
- (d) This deduction shall be remitted monthly by cheque payable to the "Retirement Savings Fund of IATSE Local 471" and sent to the Trustee of this fund as designated by the Union.**
- (e) The remittance shall be accompanied by a statement, in duplicate, showing the names of those individuals for whom deductions have been made and the respective amounts in each case.**

ARTICLE 15 - HEADS OF DEPARTMENTS AND ASSISTANTS

15.01 The Centre shall hire the following Heads of Departments, Assistant Heads of Departments and Carpentry Workshop Tradespersons, who shall be and shall remain members in good standing of the Union:

**Head Carpenter – Southam Hall
Head Electrician - Southam Hall
Head Flyman - Southam Hall
Property Master - Southam Hall
Head Sound Engineer - Southam Hall
Head Carpenter - Theatre
Head Electrician - Theatre
Property Master - Theatre
Head Sound Engineer - Theatre
Head Carpenter - Carpentry Workshop
Assistant Carpenter - Carpentry Workshop**

The following positions shall be deleted from Clause 15.01 when the incumbent ceases to be in the position:

**Assistant Sound Engineer - Southam Hall
Assistant Electrician - Theatre**

The provisions of Article 15 shall apply only to the workers listed in Clause 15.01.

15.02 Workers hired according to Clause 15.01 shall make themselves available to the Centre for a minimum of forty (40) hours per week and at such times when there is no work available to them in their area. Heads of Department may be assigned to replace other Heads of Department. Assistants may be assigned to replace other Assistants or Heads of Department. Assignments to non-Head or non-

Assistant positions shall be done by mutual consent between the Centre and the Union.

- 15.3** The workers subject to this Article shall be covered by the Public Service Superannuation Act and shall, with the Centre, make such contributions as are respectively provided for under the said Act. Furthermore, the NAC will pay seven (7%) percent on gross overtime earnings that are not subject to Superannuation to the Retirement Savings Fund of IATSE Local 471, for those workers who have ten (10) years and more of service, as defined in Article 14.11 second paragraph, the NAC contribution will be nine (9%) percent. The NAC will deduct an amount, five (5%) percent, from these workers and remit this money to the Retirement Savings Fund of Local 471.

For the purposes of Clause 15.03 only, all earnings above the weekly guarantee shall be considered as gross overtime earnings irrespective of the hourly rate, and these earnings shall be used in the calculation of the pension contributions to the Retirement Savings Fund of IATSE Local 471.

- 15.04** Every worker subject to this Article shall be given a vacation of four (4) weeks with pay upon the completion of each twelve (12) months' employment. The Centre shall determine the period when the worker may take a vacation but, in any case, workers shall be given their vacation no later than ten (10) months after the end of the year for which the vacation is given. The amount of pay for the vacation shall not be less than the amounts stipulated in Clause 14.11 and calculated on the basis of all work done by them in the year for which the vacation is given, or four (4) weeks of their guaranteed salary, whichever is greater.

- 15.05** Workers subject to this Article shall be allowed to accumulate sick leave credits at the rate of ten (10) hours for each month of continuous service which shall include

annual vacation. Sick leave may be taken only in the case of illness and may **be applied only to the forty (40) hours straight-time period Monday through Saturday.** If illness extends for more than one three-day period, then a Doctor's certificate **must** be presented.

15.06 **Bereavement Leave** – Workers employed on a weekly minimum guarantee will be allowed up to three (3) days paid leave within the period Monday through Saturday in the event of a death in the immediate family. Members of the immediate family shall be defined as mother, father, spouse / partner, children, brother, sister, mother-in-law or father-in-law.

15.07 **Jury Duty** - A worker who is employed on a weekly minimum guarantee and is required to serve as a juror shall receive an amount from the Centre equivalent to the difference between weekly minimum and any remuneration received from the Crown for jury duty. When a worker is subpoenaed as a witness, the worker shall receive his or her regular guaranteed wage for that period.

15.08 The rates applicable to workers covered under this Article shall apply only when the worker is assigned by the Centre. When such workers are called by the Business Agent, they shall be paid at the applicable Union Member rate.

15.09 (a) **Severance Pay** - A guaranteed employee shall receive severance pay calculated on the basis of his or her weekly rate of pay under the following circumstances:

- I. **On the first layoff: two (2) weeks' pay for the first complete year of continuous employment and one (1) week pay for each additional complete year of continuous employment with a**

maximum benefit of twenty-eight (28) weeks' pay.

2. On the second or subsequent layoff: one (1) week's pay for each complete year of continuous employment with a maximum benefit of twenty-seven (27) weeks' pay, less any period in respect of which he or she was granted severance pay under Clause 15.09 (a) (1).

(b) The weekly rate of pay referred to in Clause 15.09 (a) shall be the guaranteed rate of pay in effect on the date of termination of employment.

15.10 Dental Plan - Those workers covered by Clause 15.01 shall participate in the dental plan provided by the Centre to its salaried employees.

ARTICLE 16 - GENERAL

16.01 Credits in any House Programme published by the Centre shall be given to all Heads and Assistants. The I.A.T.S.E. Local 471 emblem shall be displayed in the house program and will also be displayed in any video, film, television broadcast, or webcast produced by the Centre, when other production credits are given.

16.02 Incompetence - The Centre may refuse to employ and may demand replacement for any worker reporting for duty in an intoxicated condition or who brings intoxicating beverages into the premises of the Centre or who is otherwise incompetent to perform his or her duties.

16.03 The Centre agrees that the services of employees hired under the provisions of Clause 15.01 will not be terminated

without reasonable cause. In such cases the Centre will give such worker one (1) month's notice or pay one (1) month's salary in lieu thereof.

In cases where the worker is discharged for just cause, no notice shall be necessary.

In both cases, employees have the right to the grievance procedure.

16.04 The Union agrees that such of its workers as are employed by the week, shall give the Centre one (1) month's written notice should they desire to leave the employment of the Centre.

16.05 Discipline and Time-Sheets - Subject to any direction given by management, the Head Carpenter shall be responsible for discipline in respect of all workers subject to this Agreement. Heads of Departments will, moreover, check and forward time records and the various accounts of said workers to the management and if the work has been performed for a person renting the stage, they must have these documents countersigned by the lessee or his or her authorized representative. All time actually worked and all hours paid must be recorded as provided for by the Centre and the Centre shall not be required to pay for any time not properly recorded.

16.06 Notices of Union meetings may be affixed to a board designated for this purpose. All such notices must be signed by a representative of the Union and must have been approved and initialled by the Centre's management.

16.07 In keeping with the Centre's commitment to the Official Languages Act, the Union shall provide a copy of the Collective Agreement to each member in the Official Language of their choice.

When there are disputes in the interpretation of this Collective Agreement the English version shall take precedence.

ARTICLE 17 - CARPENTRY WORKSHOP

- 17.01 Workers employed in the Carpentry Workshop for the construction of scenic stage elements shall be subject to all the terms and conditions of this Agreement.
- 17.02 A minimum number of two workers employed in the Carpentry Workshop for the construction of scenic stage elements shall be called as members of the set-up crew when the constructed materials are set up on stage.
- 17.03 (a) The Union shall provide additional Tradespersons on an assignment basis when requested by the Centre. Such workers will be paid the Tradesperson rate.
- (b) Members working temporarily in the Carpentry Workshop shall be paid, in addition to their applicable hourly rate, an hourly premium of .50, for the life of this Agreement.
- 17.04 The Union agrees that the Head Carpenter and the Assistant Carpenter will make themselves available for the work of the Carpentry Workshop for the first forty (40) hours of work in a week.

ARTICLE 18 - SAFETY

- (a) Where an employee has reasonable cause to believe that the use or operation of a machine, device or thing would constitute an imminent danger to the

safety or health of himself or herself or another employee or a condition exists in **any** place that would constitute an imminent **danger to his or her own safety or health**, that employee may refuse to use or operate the machine, device or thing or to work in the place.

- (b) Where the employee refuses to use or operate a machine, device or thing or to work in a place he or she shall forthwith report the circumstances to his or her Head of Department and/or a management representative.
- (c) The Head of Department, a management representative with a member of the National Arts Centre Health & Safety Committee, and a Union representative shall forthwith investigate the report in the presence of the employee who made the report.
- (d) Where the management representative and the National Arts Centre Health & Safety Committee, Head of Department or Union representative dispute the report or where after corrective action has been taken and the employee refuses to use or operate the machine, device or thing or to work in the place, the National Arts Centre Health & Safety Committee shall notify a safety officer, as defined in Part II of the Canada Labour Code.

ARTICLE 19 – DURATION AND RETROACTIVITY

The parties hereto agree that this Agreement shall be effective from January 1, 2000 to December 31, 2004 and thereafter from year to year unless written notice of intention to negotiate is given by either party to the other party not less than sixty (60) days prior to the termination

date, and that the conditions of this Agreement will remain in effect until a new Collective Agreement is signed.

The parties hereto agree that all the rates of pay in Articles 14 and 15 including the guarantees shall be retroactive to January 1, 2000.

The Centre and the Union will mutually agree to the terms and conditions of the retroactivity payment and distribution date.

IN WITNESS WHEREOF the duly authorized officers and representatives of both parties have hereunto affixed their signatures this _____ day of _____ 2000.

**NATIONAL ARTS CENTRE
CORPORATION**

**THE INTERNATIONAL ALLIANCE
EMPLOYEES AND MOVING
PICTURE MACHINE
OPERATORS OF THE UNITED
STATES AND CANADA, LOCAL
471
OF THEATRICAL STAGE
EMPLOYEES, MOVING PICTURE
TECHNICIANS, ARTISTS AND
ALLIED CRAFTS OF THE UNITED
STATES, ITS TERRITORIES AND
CANADA, LOCAL 471**

Peter A. Herrndorf

Ron Colpaart

Sophia A. Trottier

Mark Hollingworth

Alex Gazalé

Robert Allan

Paul Hennig

John Taylor

Dave Ship

Joanne H. Kitamura

LETTER OF AGREEMENT

BETWEEN

THE NATIONAL ARTS CENTRE CORPORATION

AND

I.A.T.S.E. - LOCAL 471.

RE: SEVERANCE PAY ON RETIREMENT

On retirement a guaranteed employee as defined in Clause 15.01 who is entitled to an immediate annuity under the terms of the Public Service *Superannuation Act*, or is entitled to an annual allowance under the same Act, shall be provided one (1) week's pay for each year of continuous service with a maximum benefit of twenty-eight (28) weeks, regardless of any other benefits payable.

If, however, the Corporation changes its Severance Pay on Retirement policy then this Letter of Agreement will be modified accordingly.

IN WITNESS WHEREOF the duly **authorized** officers and representatives of both parties have hereunto affixed their signatures this _____ day **of** _____ **2000.**

NATIONAL ARTS CORPORATION

CENTRE THE INTERNATIONAL ALLIANCE OF THEATRICAL STAGE EMPLOYEES, MOVING PICTURE TECHNICIANS, ARTISTS AND ALLIED CRAFTS OF THE UNITED STATES, ITS TERRITORIES AND CANADA, LOCAL 471

Peter A. Herrndorf

Ron Colpaart

Sophia A. Trottier

Mark Hollingworth

Alex Gazalé

Robert Allan

Paul Hennig

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Joanne H. Kitamura

LETTER OF AGREEMENT

BETWEEN

THE NATIONAL ARTS CENTRE

AND

I.A.T.S.E. - LOCAL 471

The present Letter of Agreement defines the parameters which will be applicable for travelling attractions and co-productions.

1.00 - TRAVELLING ATTRACTIONS

1.01 When the NAC produces a touring production, it agrees to employ travelling members of the I.A.T.S.E under the conditions of the I.A.T.S.E. Travelling Stage Employees' Contract (Pink Contract).

2.00 - CO-PRODUCTIONS

2.01 -A) A co-production is the means by which the NAC can make more effective use of its programming dollars by sharing the costs of a theatrical production. A co-production is also a means by which the NAC can exercise its national mandate by contributing to other artistic communities.

-B) A theatrical production leaving the NAC to play in another theatre's venue, will be considered a co-production if the NAC and the other theatre's producer define their

involvement in the theatrical production as a joint venture. The NAC must indicate that it shares equitably with the other theatre's producer the cost of actors' and crew's salaries and benefits, the cost of travel and the cost of production materials and freight expenses. The NAC must also indicate that it does not retain revenues from the sale of tickets sold for performances outside the NAC. In applying this clause, the NAC and the Union will not contravene any obligations under an I.A.T.S.E. Collective Agreement in force at the Co-Producer's theatre. ,

2.02 -A) When a co-production is presented in another theatre's venue, the NAC will employ members of the Union required for the mounting of the production. These members will be employed for the set-up and until such time as the in-house crew is familiar with the running of the production. The NAC recognizes the need for consultation with Department Heads in selecting the appropriate member(s).

-B) In order to ensure that there is continuity in the service provided by members, the NAC should inform the Business Agent before a co-production sets up at the NAC that the production will play in another theatre.

2.03 While in travel status with a co-production, a member will be paid a per diem allowance of \$60.00 to cover all living expenses, excluding travel and accommodation which will be arranged and paid by the NAC. For those days when travelling or working within the United States boundaries, the NAC will provide a per diem allowance of \$60.00 US or as set forth in the Centre's Travel Allowance Policy.

2.04 -A) Members will be paid a minimum of eight (8) hours a day at the Department Head rate plus ten percent (10%), travel days inclusive if travel days are required by the NAC. Total wages earned while employed for the set-up of a co-

production will be no less than \$400.00.

- B) In circumstances where the NAC requires a member to travel on the day of the set-up, the member will be paid a minimum of four (4) hours or actual time travelled. However, the member may choose to travel on the day previous to the set-up and will be compensated in the same manner.
- C) All travel time will be paid at straight time and will not be included as part of the work day for the purpose of computation of time.

2.05 All conditions in the NAC - I.A.T.S.E. Local 471 Collective Agreement, with the exception of rates of pay and working conditions regarding scheduling and rest breaks, shall be in effect. Permanent employees covered under Article 15 will be required to take leave of absence should they accept employment on a co-production.

2.06 The NAC will provide a travel expense advance as per Corporation policy if the request is received reasonably in advance of departure date.

The present Letter of Agreement is an integral part of the NAC - I.A.T.S.E. Local 471 actual Collective Agreement.

IN WITNESS WHEREOF the duly **authorized** officers and
representatives of both parties have
hereunto affixed their signatures this _____ **day**
of _____ **2000.**

**NATIONAL ARTS
CORPORATION**

**CENTRE INTERNATIONAL ALLIANCE OF
THEATRICAL STAGE
EMPLOYEES, MOVING PICTURE
TECHNICIANS, ARTISTS AND
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LETTER OF MUTUAL AGREEMENT

BETWEEN

THE NATIONAL ARTS CENTRE CORPORATION

AND

I.A.T.S.E. - LOCAL 471.

It is agreed that the purpose of this letter of mutual agreement is to establish the temporary suspension of part of Clause 8.04 (c). It is also agreed that both parties shall meet to discuss Youth Programs between December 1st and January 1st of every year for the life of this Collective Agreement for the purpose of renewal.

This letter is to read as follows:

Youth Programs shall be excluded from the definition of a performance in Clauses 8.04 a) and 8.04 b). All work relating to Youth Programs shall be remunerated on an hourly basis. A maximum of four (4) consecutive hours may be worked for Youth Programs. A presentation shall be a Youth Program if it is presented by the Centre and is intended for audiences of high school age or younger for educational purposes and/or audience development and is a period of time from the scheduled commencement of the performance to the final curtain which will be no longer than one and one half (1 ½) hours.

IN WITNESS WHEREOF the duly authorized officers and representatives of both parties have hereunto affixed their signatures this _____ day of _____ 2000.

**NATIONAL ARTS
CORPORATION**

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OF THEATRICAL STAGE
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